

John R Burns III (IN Bar No. 3016-02)
BAKER & DANIELS LLP
111 East Wayne Street, Suite 800
Fort Wayne, IN 46802
Telephone: (260) 424-8000
Fax: (260) 460-1700

Attorney for Shambaugh & Son, L.P.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

GENERAL MOTORS CORP., *et al.*,

Debtor.

)
) Case No: 09-50026 (REG)
) (Jointly Administered)
)
) Chapter 11

**LIMITED OBJECTION TO NOTICE OF (I) DEBTORS'
INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

Shambaugh & Son, L.P. (hereinafter "Shambaugh"), by its counsel Baker & Daniels LLP, for its limited objection to Debtors' Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (hereafter the "Notice"), states that:

Procedural Status

1. Debtors filed their Notice seeking to assume and assign certain executory contracts and/or leases on June 5, 2009, and it was received by Shambaugh on or about June 8, 2009. Objections to the motion are due on or about June 15, 2009.

Nature of Objection

2. Shambaugh objects to the cure amount stated in the attached Exhibit 1 for GM Contract I.D. TTS32028 for the reason that the combined cure amount provided for by Debtor is \$54,362.40, whereas the correct amount should be \$59,937.00. Thus, the stated cure amount should be increased by \$5,574.60.

3. Shambaugh objects to the motion in that GM Contract I.D. GMS18977 is omitted. The counter-party name applicable to this claim is Shambaugh & Son, L.P., vendor I.D. 005552187, and the contract type is an "Agreement." The cure amount should be \$34,113.24.

BASIS OF OBJECTION

4. With respect to GM Contract I.D. TTS32028, GM improperly withheld a "retention" amount on the final payment of retention from this project and, therefore, improperly withheld the sum of \$5,074.60, that remains due to Shambaugh.

5. GM Contract I.D. GMS18977 relates to the GM Toledo West Pump House as do the other listed contracts, but GMS18977 was inadvertently omitted from the list of agreements to be assumed and assigned and with respect to this agreement, a cure payment is due Shambaugh in the sum of \$34,113.24.

WHEREFORE, having submitted its limited objection Shambaugh requests that the Debtor enter into negotiations to reach an "Assumption Resolution Stipulation" and failing that, requests that the Court order Debtor to amend its Schedules of Assumed Contracts and Leases to accurately reflect the contracts and amounts stated herein.

Dated: June 15, 2009

Baker & Daniels LLP

Fort Wayne, Indiana

/s/John R Burns

John R Burns (IN Bar No. 3016-02)

(*Pro Hac Vice Motion* pending)

111 East Wayne Street, Suite 800

Fort Wayne, IN 46802

Tel: (260) 424-8000

Fax: (260) 460-1700

john.burns@bakerd.com

Attorney for Shambaugh & Son, L.P.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document has been served via electronic notification or via U.S. Mail, on this 15th day of June, 2009, upon the following:

Harvey R. Miller
Joseph H. Smolinsky
Stephen Karotkin
Weil, Gotshal & Manges, LLP
harvey.miller@weil.com
Joseph.Smolinsky@weil.com
stephen.karotkin@weil.com

Joseph R. Sgroi
Robert B. Weiss
Tricia A. Sherick
Honigman Miller Schwartz and Cohn LLP
Email: jsgroi@honigman.com
rweiss@honigman.com
tsherick@honigman.com

Patrick J. Trostle
Jenner & Block LLP
Email: ptrostle@jenner.com

Gordon Z. Novod
gnovod@kramerlevin.com

Andrew D. Velez-Rivera
Office of the U.S. Trustee
33 Whitehall Street
21st. Floor
New York, NY 10004

/s/John R Burns